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1-27-69

Dear Eric.

Please send me.

Send a copy of the
Article that appeared in
Coin World that Concerned
Arbitration. (The Editorial)

Thanks
Paul

January 28, 1909

Mr. David H. Thompson
600 North Capitol, S.W.
Washington, D.C.

Dear Mr. Thompson:

I have the pleasure to acknowledge the receipt of your letter of the 27th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am sorry to hear that you are unable to visit the United States at the present time, but I trust that you will be able to do so at a later date. In the meantime, I will endeavor to keep you advised of any developments. I am, Sir, very respectfully,
Yours very truly,
John D. Long

Enclosed for you are two copies of a report of the Commission on the subject of the proposed amendment to the Constitution. I am sure that you will find it of interest. I am, Sir, very respectfully,
Yours very truly,
John D. Long

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

PAUL E. GARLAND,

plaintiff

vs.

THOMAS RYAN, individually and
d/b/a RYAN'S COINS & STAMPS, and
RYAN'S JEWELRY, INC., formerly
RYAN'S COIN AND STAMP, INC., an
Illinois corporation,

defendants

NO.

AMOUNT CLAIMED: \$3,300.00

RETURN DATE:

COMPLAINT TO CONFIRM ARBITRATION AWARD

Now comes plaintiff, PAUL E. GARLAND, by Aaron, Aaron,
Schimberg & Hess, his attorneys, and states as follows:

1. On or about March of 1963 Paul E. Garland purchased from defendant, RYAN'S STAMP AND COIN, INC., now RYAN'S JEWELRY, INC., and Thomas Ryan, individually and d/b/a RYAN'S COINS & STAMPS, for Thirty Three Hundred Dollars (\$3,300.00) a coin which was represented to be a "Proof" \$20 1853 United States Assay Office 900 fine gold coin.

2. A dispute arose between plaintiff and defendants as to whether the said coin was what it had been represented to be.

3. Plaintiff made several demands to defendants for the return of the said purchase price of the said coin in exchange for the return of the said coin, each of which demands was rejected.

4. In March, 1966, plaintiff, suggested that the dispute between himself and defendants be submitted to arbitration under the auspices of the Professional Numismatics Guild, Inc. ("P.N.G.") of which defendant was then a member,

as prescribed by the by-laws of the P.N.C.

5. Defendants agreed to submit the said dispute to arbitration as suggested by plaintiff.

6. Plaintiff appointed Ronnie Carr as one arbitrator.

7. Defendants appointed Lester Merkin as one arbitrator.

8. The said Ronnie Carr and the said Lester Merkin together appointed Herbert M. Bergen as the third arbitrator.

9. On or about August 19, 1966, the said three arbitrators held their first meeting as an arbitration panel in Chicago, Illinois, and heard the testimony of numerous persons including plaintiff and defendant Thomas Ryan, all in accordance with the agreed procedures.

10. On February 16, 1968, the said arbitration panel duly rendered its award, a copy of which is attached hereto as Exhibit "A", which found that the said coin purchased by plaintiff from defendants in 1963 was not a "Proof" and granted an award in favor of plaintiff against defendants in the sum of Thirty Three Hundred Dollars (\$3,300.00).

11. Defendants have refused to pay to plaintiff the amount due and owing by virtue of the said arbitration award although plaintiff has made several demands to defendants that the amount be paid.

12. Defendants have unreasonably and vexatiously refused and delayed payment to plaintiff of the amount of the said award made by the said arbitration panel.

WHEREFORE, plaintiff, PAUL E. GARLAND, demands that judgment be entered against defendants, THOMAS RYAN, individually and d/b/a RYAN'S COINS & STAMPS, and RYAN'S JEWELRY, INC., formerly RYAN'S COIN AND STAMP, INC., in the amount of Thirty Three Hundred Dollars (\$3,300.00) plus interest at the rate of five per cent (5%) per annum running from February 16, 1968, and plus its costs of suit.

Plaintiff, Paul E. Garland

Aaron, Aaron, Schimberg & Hess
Attorneys for plaintiff
38 South Dearborn Street
Chicago, Illinois 60603
CE-6-8552

I, PAUL E. GARLAND, on oath state that I am the plaintiff in the above entitled action, that I have read this complaint and that the allegations in this complaint are true.

Plaintiff, Paul E. Garland

Signed and sworn
to before me this
day of , 1969.

Notary Public

Copy for Paul E. Garland

July 11, 1968

GARLAND v. RYAN
ARBITRATION DECISION

This arbitration decision is a copy of the arbitration Paul E. Garland, Plaintiff, against Thomas Ryan, Defendant, to set aside the sale in 1963 of an alleged "Proof" \$20-1853 U.S. Army Office 900 Bar gold coin. The arbitration was based on a procedure adopted by the Professional Numismatists Guild for disposing of differences involving any of its members. Leo A. Young, P.N.G. President, at the time of the complaint put into motion the formation of this Arbitration Panel. Ryan, being a P.N.G. member, agreed to the arbitration and appointed Lester Meskin as one Arbitrator. Garland agreed to the arbitration and appointed Ronnie Carr as another Arbitrator. The third arbitrator, Herbert M. Weagen, was appointed by Ronnie Carr and Lester Meskin.

The first hearing of this case was held in Chicago on August 19, 1966, with numerous persons in attendance. Both Garland and Ryan testified before the arbitrators. I did present other witnesses. Further hearings were held in Los Angeles in February, 1967, and in Miami Beach on August 11, 1967. Further testimony was presented over a period of eighteen months. The matters involved are quite complex and involved a long and complicated period of time and give us the position of the parties to the dispute.

At the hearing in Chicago (June 1966) I had three or four questions asked me by the arbitrators. I had a check of the facts by James J. Smith, Jr., and Paul E. Ryan, and gave them a copy of the facts. I had a copy of the facts.

that a group of other similar coins were obtained by Franklin from the same source, some of which were sold to Ford, New Netherlands Coin Company, or both. It was also established that the coins were of varieties never previously known to the numismatic fraternity. The Garland coin was sold to him by Ryan in 1963 as a genuine proof specimen for a price of \$3,300.00.

Expert testimony was given at the Chicago hearing by Eric P. Newman on behalf of the Eric P. Newman Numismatic Education Society. This testimony was in support of his opinion that the coin purchased by Garland was not a genuine 1853 USAOG \$20 proof specimen. Most of the Newman testimony was contained in a written report of his research covering this coin.

Paul Franklin and John Ford also gave testimony at Chicago in support of their contention that the Garland coin, obtained by Franklin from a secret source, was a genuine original 1853 USAOG \$20 proof piece. Their testimony was oral and Ford was granted time to prepare and present a written report of his knowledge of the subject coin. This report was presented at the hearing held in Miami.

Expert testimony was given orally to the arbitrators panel by Walter Breen at the hearing in Los Angeles. A written version of his testimony was submitted to the arbitrators following the Miami hearing.

Considerable other information relating to the 1853 USAOG coin and other California Territory gold coins was gathered by the panel. Tests and comparisons of the Garland coin with other 1853 USAOG \$20 coins were also made. Many complex and technical details were involved in this case which required many days of study and research. The arbitrators are grateful to

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

PAUL E. GARLAND,)	
)	
Plaintiff)	
)	
vs.)	NO. 69 M1-120329
)	
THOMAS RYAN)	AMOUNT CLAIMED: \$3,300.00
)	
Defendant)	RETURN DATE:

COMPLAINT TO CONFIRM ARBITRATION AWARD

Now comes plaintiff, PAUL E. GARLAND, by Aaron, Aaron, Schimberg & Hess, his attorneys, and states as follows:

1. On or about March of 1963 Paul E. Garland purchased from defendant, Thomas Ryan, for Thirty Three Hundred Dollars (\$3,300.00) a coin which was represented to be a \$20 1853 United States Assay Office 900 fine gold coin in proof condition.
2. A dispute arose between plaintiff and defendant as to whether the said coin was what it had been represented to be.
3. Plaintiff made several demands to defendant for the return of the said purchase price of the said coin in exchange for the return of the said coin, each of which demands was rejected.
4. In March, 1966, plaintiff, suggested that the dispute between himself and defendant be submitted to arbitration under the auspices of the Professional Numismatists Guild, Inc. ("P.N.G.") of which defendant was then a member, as prescribed by the by-laws of the P.N.G.
5. Defendant agreed to submit the said dispute to arbitration as suggested by plaintiff.
6. Plaintiff appointed Ronnie Carr as one arbitrator.
7. Defendant appointed Lester Merkin as one arbitrator.
8. The said Ronnie Carr and the said Lester Merkin together appointed Herbert M. Bergen as the third arbitrator.

9. On or about August 19, 1966, the said three arbitrators held their first meeting as an arbitration panel in Chicago, Illinois, and heard the testimony of numerous persons including plaintiff and defendant, all in accordance with the agreed procedures.

10. On February 16, 1968, the said arbitration panel duly rendered its award, a copy of which is attached hereto as Exhibit "A" which found that the said coin purchased by plaintiff from defendant in 1963 was not a "Proof" and granted an award in favor of plaintiff against defendant in the sum of Thirty Three Hundred Dollars (\$3,300.00).

11. Defendant has refused to pay to plaintiff the amount due and owing by virtue of the said arbitration award although plaintiff has made several demands to defendant that the amount be paid.

12. Defendant has unreasonably and vexatiously refused and delayed payment to plaintiff of the amount of the said award made by the said arbitration panel.

WHEREFORE, plaintiff, PAUL E. GARLAND, demands that judgment be entered against defendant, THOMAS RYAN, in the amount of Thirty Three Hundred Dollars (\$3,300.00) plus interest at the rate of five per cent (5%) per annum running from February 16, 1968, and plus its costs of suit.

(Paul E. Garland)

Plaintiff, Paul E. Garland

Aaron, Aaron, Schimberg & Hess
Attorneys for plaintiff
38 South Dearborn Street
Chicago, Illinois 60603
CE 6-8552

I, PAUL E. GARLAND, on oath state that I am the plaintiff in the above entitled action, that I have read this complaint and that the allegations in this complaint are true.

COUNTY OF BLOUNT
STATE OF TENNESSEE

(Paul E. Garland)

Plaintiff, Paul E. Garland

Signed and sworn
to before me this 29th
day of April, 1969.

(John B. Nichols Jr.)

Notary Public

Feb. 16, 1968

Copy for Paul E. Garland

GARLAND - RYAN

ARBITRATION DECISION

This arbitration relates to a proceeding between Paul E. Garland, as Complainant, against Thomas Ryan, as Defendant, to set aside the sale in 1963 of an alleged "Proof" \$20 1853 U.S. Assay Office 900 fine gold coin. The arbitration was based on a procedure adopted by the Professional Numismatists Guild for disposing of differences involving any of its members. Leo A. Young, P.N.G. President, at the time of the complaint put into motion the forming of this Arbitration Panel. Ryan, being a P.N.G. member, agreed to the arbitration and appointed Lester Merkin as one arbitrator. Garland agreed to the arbitration and appointed Ronnie Carr as another arbitrator. The third arbitrator, Herbert M. Bergen, was appointed by Ronnie Carr and Lester Merkin.

The first hearing of this case was held in Chicago on August 19, 1966, with numerous persons in attendance. Both Garland and Ryan testified before the arbitrators, as did several other witnesses. Further hearings were held in Los Angeles in February 1967, and in Miami Beach on August 11, 1967. Further testimony was presented over a period of eighteen months. The matters involved are quite complex and technical and for that reason a substantial period of time was given to the parties to allow them to submit evidence.

At the hearing in Chicago it was established that the coin in question was acquired by Ryan in a chain of title back to John J. Ford, Jr., and that Ford obtained the piece from Paul Franklin in 1958. It was also claimed

that a group of other similar coins were obtained by Franklin from the same source, some of which were sold to Ford, New Netherlands Coin Company, or both. It was also established that the coins were of varieties never previously known to the numismatic fraternity. The Garland coin was sold to him by Ryan in 1963 as a genuine proof specimen for a price of \$3,300.00.

Expert testimony was given at the Chicago hearing by Eric P. Newman on behalf of the Eric P. Newman Numismatic Education Society. This testimony was in support of his opinion that the coin purchased by Garland was not a genuine 1853 USAOG \$20 proof specimen. Most of the Newman testimony was contained in a written report of his research covering this coin.

Paul Franklin and John Ford also gave testimony at Chicago in support of their contention that the Garland coin, obtained by Franklin from a secret source, was a genuine original 1853 USAOG \$20 proof piece. Their testimony was oral and Ford was granted time to prepare and present a written report of his knowledge of the subject coin. This report was presented at the hearing held in Miami.

Expert testimony was given orally to the arbitration panel by Walter Breen at the hearing in Los Angeles. A written version of his testimony was submitted to the arbitrators following the Miami hearing.

Considerable other information relating to the 1853 USAOG coins and other California Pioneer gold coins was gathered by the panel. Tests and comparisons of the Garland coin with other 1853 USAOG \$20 coins were also made. Many complex and technical details were involved in this case which required many days of study and research. The arbitrators are grateful to

those who volunteered information and made equipment available for use in this connection.

The finding of the arbitrators is that the coin purchased by Garland from Ryan is not a Proof.

An award in favor of Garland is granted against Ryan for the sum of Thirty-three Hundred Dollars (\$3,300.00).

PROFESSIONAL NUMISMATISTS GUILD, INC.
GARLAND - RYAN
ARBITRATION PANEL



(Ronnie Carr) Chairman



(Lester Merkin)



(Herbert M. Bergen)

February 16th, 1968

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

IN THE CIRCUIT COURT OF COOK COUNTY
MUNICIPAL DEPARTMENT, FIRST DISTRICT

PAUL D. GARLAND }
 } NO. 69 M 1-120329
VS }
 } Amount Claimed: \$3,300.00
THOMAS RYAN }

ANSWER TO COMPLAINT

Now comes defendant, THOMAS RYAN, by JACOBSON & JACOBSON, his attorneys, and in answer to the plaintiff's complaint, heretofore filed, states:

1. Defendant admits that the plaintiff purchased the coin in question as alleged in Paragraph 1 of the complaint, but denies that the defendant made any representations to the plaintiff as to the proof condition of said coin.
2. Admits the allegations in Paragraph 2 of the complaint.
3. In answer to Paragraph 3 of the complaint, defendant states that the plaintiff made his first demand upon the defendant more than two years after the sale and such demand was not timely. Further answering, the defendant states that the plaintiff was an experienced and knowledgeable coin dealer and collector and had equal or superior knowledge to that of the defendant regarding the condition and authenticity of the coin in question and similar coins and waiting more than two years before voicing an objection, as alleged in the complaint, is a bar to plaintiff's right to complain or recover.
4. In answer to Paragraph 4 of the complaint, defendant

admits that the plaintiff suggested that the alleged dispute be submitted to arbitration, but that the defendant agreed to such arbitration only under the following conditions:

A. That the only jurisdiction of the Arbitration Board would be to make a determination as to whether the coin was genuine, the condition thereof was never questioned or put into issue by the plaintiff prior to his request for arbitration.

B. That in the event the Arbitration Board determined that the said coin was not genuine, then the only obligation of the defendant would be to pay the sum of \$300.00 which was his profit on the transaction and the former owners of the coin in question, all of whom were known to plaintiff and the Arbitration Board, would pay any other sums necessary to reimburse plaintiff and plaintiff would return said coin to the original owner thereof.

C. That the Professional Numismatists Guild, Inc., hereinafter referred to as "P.N.G.", had valid and legal arbitration procedure in their by-laws under which arbitration could be had.

Defendant alleges that the P.N.G. did not have any arbitration procedures set forth in their by-laws and that the Arbitration Committee or Board who heard the facts in the matter was an illegal board and had no right, authority or jurisdiction to make any determination in the matter.

Further answering, the defendant states that the coin in question was found to be genuine and, therefore, even if said Arbitration Board was legally constituted, the findings were in favor of the defendant, and as "proof condition" was never placed in issue, said findings were inconsistent with the allegations contained in this complaint.

Further answering, this defendant states that none of the conditions upon which arbitration was agreed to by the defendant were ever complied with or considered by the Arbitration Board and, accordingly, said Board was wholly and totally without

authority or jurisdiction in the matter.

5. In answer to Paragraphs 5, 6, 7 and 8 of the complaint, defendant admits the allegations therein contained, but only under the conditions heretofore set forth in answer to Paragraph 4 of the complaint.

6. Denies the allegations contained in Paragraph 9 of the complaint on the grounds that the Board was illegally constituted and did not meet or decide in accordance with the conditions under which arbitration was agreed to by the defendant.

7. In answer to Paragraph 10 of the complaint, defendant states that the alleged award of the Arbitration Panel was invalid, null and void as the conditions of arbitration were not complied with, all as set forth here in this complaint.

8. Defendant denies the allegations in Paragraphs 11 and 12 of the complaint.

WHEREFORE, defendant denies that the plaintiff, PAUL E. GARLAND, is entitled to judgment and prays to be dismissed from this cause with costs assessed against the plaintiff.

Defendant

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

THOMAS RYAN, being first duly sworn, on oath deposes and states that he is the defendant in the above entitled cause; that he has read the above and foregoing Answer to Complaint by him subscribed; that he knows the contents thereof and that the same are true in substance and in fact.

Subscribed and sworn to before me
this _____ day of September, 1969.

Notary Public

COPY

LAW OFFICES

AARON, AARON, SCHIMBERG & HESS

HENRY J. AARON
1899-1922

TELEPHONE
CENTRAL 6-8552
AREA CODE 312

FIRST NATIONAL BANK BUILDING
CHICAGO, ILLINOIS 60603

April 25, 1969

CHARLES AARON
ELY M. AARON
LEWIS SCHIMBERG
SIDNEY J. HESS, JR.
HERBERT L. HART
JOSEPH D. BLOCK
MARVIN S. CHAPMAN
JEROME MORITZ
NORMAN GEIS
JOEL J. SPRAYREGEN
LEE J. VICKMAN
MICHAEL L. WEISSMAN
RONALD WILDER
RICHARD M. HIRSCH
ISIDORO BERKMAN
NEAL A. MANCOFF
ALAN N. SHOVERS
ERIC H. STEELE

Mr. Paul E. Garland
608 Mountain View Avenue
Maryville, Tennessee 37801

Dear Mr. Garland:

I enclose herewith a Complaint which I have prepared, which I plan to file in the Circuit Court of Cook County on your behalf in the matter of your dispute with Thomas Ryan. Would you please read over the Complaint carefully to make sure that I have stated the facts correctly and if the Complaint is correct would you please sign it before a Notary Public on the last page on each of the lines under which your name has been typed, have a Notary Public sign where indicated and add the required dates, and have a Certificate of Magistracy attached authenticating the signature of the Notary Public. I am not certain who the proper officer is in Tennessee to issue a Certificate of Magistracy, but the Notary should be familiar with this requirement. After the signatures and the certificate have been added to the Complaint it should be returned to me to be filed with the Court.

Since I have not heard from you since your letter of January 27, 1969, I assume that you have not had a response from Mr. Leo A. Young providing us with a copy of the P.N.G. by-laws or any other useful information. Such information from Mr. Young would still be very useful.

I am also enclosing an extra copy of the Complaint for your files and a self-addressed envelope for your convenience in returning the Complaint to me after it has been fully executed.

Very truly yours,

AARON, AARON, SCHIMBERG & HESS

By:
Eric H. Steele

EHS:dc
Encls.
AIRMAIL

Tom Ryan,

LM 452

Yorktown Shopping Center
Lombard, Ill 60148

Expelled from A.N.A.

See p. 494 ^{the} Numismatist
you April, 1969.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

PAUL E. GARLAND,

Plaintiff

vs.

THOMAS RYAN

Defendant

NO. 69 WL-120329

AMOUNT CLAIMED: \$3,500.00

RETURN DATE:

COMPLAINT TO CONFIRM ARBITRATION AWARD

NOW comes plaintiff, PAUL E. GARLAND, by Aaron, Aaron, Schimberg & Hess, his attorneys, and states as follows:

1. On or about March of 1963 Paul E. Garland purchased from defendant, Thomas Ryan, for Thirty Three Hundred Dollars (\$3,300.00) a coin which was represented to be a \$20 1853 United States Assay Office 900 fine gold coin in proof condition.
2. A dispute arose between plaintiff and defendant as to whether the said coin was what it had been represented to be.
3. Plaintiff made several demands to defendant for the return of the said purchase price of the said coin in exchange for the return of the said coin, each of which demands was rejected.
4. In March, 1966, plaintiff, suggested that the dispute between himself and defendant be submitted to arbitration under the auspices of the Professional Numismatists Guild, Inc. ("P.N.G.") of which defendant was then a member, as prescribed by the by-laws of the P.N.G.
5. Defendant agreed to submit the said dispute to arbitration as suggested by plaintiff.
6. Plaintiff appointed Ronnie Carr as one arbitrator.
7. Defendant appointed Lester Merkin as one arbitrator.
8. The said Ronnie Carr and the said Lester Merkin together appointed Herbert M. Bergen as the third arbitrator.

9. On or about August 19, 1966, the said three arbitrators held their first meeting as an arbitration panel in Chicago, Illinois, and heard the testimony of numerous persons including plaintiff and defendant, all in accordance with the agreed procedures.

10. On February 16, 1968, the said arbitration panel duly rendered its award, a copy of which is attached hereto as Exhibit "A" which found that the said coin purchased by plaintiff from defendant in 1963 was not a "Proof" and granted an award in favor of plaintiff against defendant in the sum of Thirty Three Hundred Dollars (\$3,300.00).

11. Defendant has refused to pay to plaintiff the amount due and owing by virtue of the said arbitration award although plaintiff has made several demands to defendant that the amount be paid.

12. Defendant has unreasonably and vexatiously refused and delayed payment to plaintiff of the amount of the said award made by the said arbitration panel.

WHEREFORE, plaintiff, PAUL E. GARLAND, demands that judgment be entered against defendant, THOMAS RYAN, in the amount of Thirty Three Hundred Dollars (\$3,300.00) plus interest at the rate of five per cent (5%) per annum running from February 16, 1968, and plus its costs of suit.

(Paul E. Garland)

Plaintiff, Paul E. Garland

Aaron, Aaron, Schimberg & Hess
Attorneys for plaintiff
38 South Dearborn Street
Chicago, Illinois 60603
CE 6-8552

I, PAUL E. GARLAND, on oath state that I am the plaintiff in the above entitled action, that I have read this complaint and that the allegations in this complaint are true.

COUNTY OF BLOUNT
STATE OF TENNESSEE

(Paul E. Garland)

Plaintiff, Paul E. Garland

Signed and sworn
to before me this 29th
day of April, 1969.

(John B. Nichols Jr.)

Notary Public

COPY

LAW OFFICES

AARON, AARON, SCHIMBERG & HESS

CHARLES AARON
ELY M. AARON
LEWIS SCHIMBERG
SIDNEY J. HESS, JR.
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HENRY J. AARON
1899-1922

TELEPHONE
CENTRAL 6-8552
AREA CODE 312

FIRST NATIONAL BANK BUILDING

CHICAGO, ILLINOIS 60603

June 10, 1969

Mr. Paul E. Garland
608 Mountain View Avenue
Maryville, Tennessee 37801

Dear Mr. Garland:

Thank you for calling last week, it was very nice to speak to you. I finally got hold of Mr. Jacobson who said that the "deal" which Ryan thought he had worked out which involved contributions by "everyone" had fallen through and so Ryan could not lay out the \$3,300.00 now. I gathered from what Jacobson said that "everyone" meant the people who sold the coin to Ryan, but no one has ever mentioned to me that the agreement to pay the \$3,300.00 rested on any such arrangement with anyone else. The result is that we will have to proceed with the lawsuit. I am sorry that I have no better news to report right now but I will keep you posted on the progress of the lawsuit.

Very truly yours,

Eric H. Steele

EHS:dc
AIRMAIL

COPY

AARON, AARON, SCHIMBERG & HESS

CHARLES AARON
ELY M. AARON
LEWIS SCHIMBERG
SIDNEY J. HESS, JR.
JOSEPH D. BLOCK
MARVIN S. CHAPMAN
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NEAL A. MANCOFF
RICHARD F. KOTZ
JEFFREY C. RAPPIN
ERIC H. STEELE
THOMAS S. EISNER
JAY A. FRANK

COUNSEL
HERBERT L. HART

HENRY J. AARON
1899-1922

TELEPHONE
CENTRAL 6-8552
AREA CODE 312

33RD FLOOR-EAST
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60670

September 19, 1969

Mr. Paul E. Garland
608 Mountain View Avenue
Maryville, Tennessee 37801

Dear Mr. Garland:

I am enclosing herewith three copies of the Answer to Complaint which was filed on September 17, 1969 by Ralph E. Jacobson on behalf of Thomas Ryan, the extra copies are for your convenience if you think it advisable to send them to Coin World and the Numismatic News. As I have not heard from you I assume that no settlement was reached at the A.N.A. Convention in Philadelphia last month and that Sol Kaplan has no more constructive ideas than did the others. Please let me know if any thing did take place in Philadelphia which you think I should know. Mr. Jacobson had told me previously that if the case was not settled he would be forced to bring in Schilton, Coleman and Ford as third-party defendants in this lawsuit, in other words to claim that they are liable to indemnify Ryan for a portion of any judgment obtained against him. Therefore, I am somewhat surprised that Jacobson did not bring in these people as third-party defendants since the only way he can bring them in now is with the permission of the court.

I am going to do a little research on the matters raised in the Answer and if I find the law to be as I think it is I will present a motion for summary judgment on the grounds that even if everything alleged in the Answer is true we are entitled to judgment because Ryan took part in the arbitration proceedings and did not make an application to vacate the arbitration award within 90 days after the award was made as is required under the Illinois Arbitration Act. Please let me have your specific comments on the facts alleged in the Answer especially paragraph four thereof.

Sincerely,



Eric H. Steele

EHS:dc
Enclosures

24 Sept. 1969

Mr. Eric H. Stille

% Aaron, Aaron, Schimberg & Weiss

33rd Floor - East,

One First National Plaza

Chicago, Ill. 60670

Dear Eric;

I have just forwarded to Con World
& Numinomatic News a copy of Tom Ryan's
Answer,

No Settlement of Any Nature was
reached in Philadelphia. It was merely
a ruse on their part to try & get the
piece in their hands. There are several
reasons that caused me to reach this
conclusion. One, Ryan was always talking
about bringing in the other owners as a
party to the suit & failed to do it. I now
believe that he is talking out of both sides
of his mouth, while he is acting as a
cover to keep me from getting at Ford directly.
He is a "patsy" of Fords & is willing to
do anything that Ford suggests.

This is enough indication to me
that Ryan does not want to do the right
thing & is protecting the bunch of crooks
in every manner he can. I will also

was appose him ever being admitted to the A.N.A., as I do not think he should be a member of that group.

The only thing that occurred at Philadelphia was, 1- Sol Kaplan did not speak to me, 2- Ralph Jacobson, Ryan's attorney kept after me to have you send the piece to Philadelphia, - 3- Max Schwartz - The P.N.U. attorney, admitted to me that the Arbitrators tried to announce a decision of 2 to 1 that the piece was an outright phony but were prevented from doing so by Ford & Stacks lawyers. 4- I sat down at the table of New Netherlands Coin Co. to talk to Charley Worman, owner of the Company & the supposedly employer of John Ford. Whom I think to be a fine man & a dupe for associating with John Ford. While there I asked to see some notes in a case, Charley handed me the notes, while looking thru them Ford walked over to me & asked why I would want to do business with someone I believe to be a crook. I said to him that I did not want to do any business with him. He said, "The 2 notes are mine & I would not sell you the sweat off my ass" with this

I asked him to step Outside & told him I would bet his ass he had never experienced before, but he wouldn't come out, I had handed the hole back to him & I went about my business.

I will now make what time, to spend on.

Ryan's Answer.

Paragraph 1- The coin had the word PROOF- written on paperwritter tape on the plastic holder when I purchased it. My son was also present when I purchased the coin but will be unable to be at the trial as he is now a student at the University of Illinois, at the Martin Branch. Tom Ryan definitely sold the coin as pr. of a 1 that it was authenticated by John Ford.

Paragraph 3- I warned him about 3 months after the purch. that I would be asking him for a return of the purchase price as soon as the laboratory, Government & numismatic group were through examining the piece. This took over two years.

Paragraph 4- I know of no conditions submitted to the arbitrators other than those of any Primary Arbitration. The condition of the coin was certainly at issue all the way when the Arbitration began, to its beginning.

As for an Section P of paragraph four — I made no such agreement with Jim Ryan or anyone else that I would accept any less than the full purchase price of the coin.

This was not the first case arbitrated by P.N.B., if the Arbitration was illegal I would have never submitted to it. The Arbitration board did not find the piece to be genuine & were prevented by the Attorneys of John Ford & Stacks from openly saying (2 to 1) that the piece was a counterfeit.

This gang of thieves have about reached the end of their rope. I can see where the walls are beginning to crack. They are only a few months away from being at each others throat. Once Ryan has the burden of getting his money returned from the One, he purchased the piece from, then the fire will begin to fly. I am sure the reason the wanted the piece in their hands was just an effort on their part to through up some more smoke screen — by saying it wasn't the piece they sold me & that it had been damaged or some other such trash to delay us. I listened very carefully to all who approached me in

Philos. I plan to use some very strong reasons to
 Call you out & bring the price of charging
 our blame.

I certainly hope that the Association
 do about the Cause what you
 think & that we get a summary
 judgment, This will Cause Mr. Ryan
 to think twice.

Sincerely,

Paul E. Starks,

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

IN THE CIRCUIT COURT OF COOK COUNTY
MUNICIPAL DEPARTMENT, FIRST DISTRICT

PAUL D. GARLAND }
 } NO. 60 M 1-120329
VS }
 } Amount Claimed: \$3,300.00
THOMAS RYAN }

ANSWER TO COMPLAINT

Now comes defendant, THOMAS RYAN, by JACOBSON & JACOBSON, his attorneys, and in answer to the plaintiff's complaint, heretofore filed, states:

1. Defendant admits that the plaintiff purchased the coin in question as alleged in Paragraph 1 of the complaint, but denies that the defendant made any representations to the plaintiff as to the proof condition of said coin.
2. Admits the allegations in Paragraph 2 of the complaint.
3. In answer to Paragraph 3 of the complaint, defendant states that the plaintiff made his first demand upon the defendant more than two years after the sale and such demand was not timely. Further answering, the defendant states that the plaintiff was an experienced and knowledgeable coin dealer and collector and had equal or superior knowledge to that of the defendant regarding the condition and authenticity of the coin in question and similar coins and waiting more than two years before voicing an objection, as alleged in the complaint, is a bar to plaintiff's right to complain or recover.
4. In answer to Paragraph 4 of the complaint, defendant

admits that the plaintiff suggested that the alleged dispute be submitted to arbitration, but that the defendant agreed to such arbitration only under the following conditions:

A. That the only jurisdiction of the Arbitration Board would be to make a determination as to whether the coin was genuine, the condition thereof was never questioned or put into issue by the plaintiff prior to his request for arbitration.

B. That in the event the Arbitration Board determined that the said coin was not genuine, then the only obligation of the defendant would be to pay the sum of \$360.00 which was his profit on the transaction and the former owners of the coin in question, all of whom were known to plaintiff and the Arbitration Board, would pay any other sums necessary to reimburse plaintiff and plaintiff would return said coin to the original owner thereof.

C. That the Professional Numismatists Guild, Inc., hereinafter referred to as "P.N.G.", had valid and legal arbitration procedure in their by-laws under which arbitration could be had.

Defendant alleges that the P.N.G. did not have any arbitration procedures set forth in their by-laws and that the Arbitration Committee or Board who heard the facts in the matter was an illegal board and had no right, authority or jurisdiction to make any determination in the matter.

Further answering, the defendant states that the coin in question was found to be genuine and, therefore, even if said Arbitration Board was legally constituted, the findings were in favor of the defendant, and as "proof condition" was never placed in issue, said findings were inconsistent with the allegations contained in this complaint.

Further answering, this defendant states that none of the conditions upon which arbitration was agreed to by the defendant were ever complied with or considered by the Arbitration Board and, accordingly, said Board was wholly and totally without

authority or jurisdiction in the matter.

5. In answer to Paragraphs 5, 6, 7 and 8 of the complaint, defendant admits the allegations therein contained, but only under the conditions heretofore set forth in answer to Paragraph 4 of the complaint.

6. Denies the allegations contained in Paragraph 9 of the complaint on the grounds that the Board was illegally constituted and did not meet or decide in accordance with the conditions under which arbitration was agreed to by the defendant.

7. In answer to Paragraph 10 of the complaint, defendant states that the alleged award of the Arbitration Panel was invalid, null and void as the conditions of arbitration were not complied with, all as set forth here in this complaint.

8. Defendant denies the allegations in Paragraphs 11 and 12 of the complaint.

WHEREFORE, defendant denies that the plaintiff, PAUL E. GARLAND, is entitled to judgment and prays to be dismissed from this cause with costs assessed against the plaintiff.

Defendant

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

THOMAS REAY, being first duly sworn, on oath deposes and states that he is the defendant in the above entitled cause; that he has read the above and foregoing Answer to Complaint by him subscribed; that he knows the contents thereof and that the same are true in substance and in fact.

Subscribed and sworn to before me
this _____ day of September, 1969.

Notary Public

SONNENSCHIN LEVINSON CARLIN NATH & ROSENTHAL

69 WEST WASHINGTON STREET

CHICAGO, ILLINOIS 60602

TELEPHONE ANdOVER 3-6400

EDWARD SONNENSCHIN (1881-1935)
HUGO SONNENSCHIN (1883-1956)

of Counsel
DAVID LEVINSON
BEN ROTHBAUM
RICHARD M. GUDEMAN

July 13, 1970

LEO J. CARLIN
BERNARD NATH
THOMAS CARLIN
SAMUEL R. ROSENTHAL
CHARLES D. SATINOVER
JEROME S. WEISS
FRANK C. BERNARD
JOHN J. FAISSLER
ABRAHAM FISHMAN
BEN LISS
EDWIN A. ROTHSCHILD
SIDNEY M. PERLSTADT
SHERMAN P. CORWIN
EARL E. POLLOCK
HAROLD D. SHAPIRO
JAMES M. GOFF
C. HARKER RHODES, JR.
HILDRED J. GIESE
ERROL L. STONE
JOEL F. HENNING
ALAN H. SILBERMAN
TERRY M. SCHLADT
THOMAS C. HOMBERGER
STANLEY J. ADELMAN
ROBERT J. STRACKS
ROBERT M. FAROUHARSON

EDWARD L. LEMBITZ
PAUL J. MILLER
ROBERT N. GRANT
JULIUS LEWIS
DONALD G. LUBIN
WAYNE R. HANNAH, JR.
BERNARD J. NUSSBAUM
SHELDON I. FINK
DONALD M. SCHINDEL
FREDERIC S. LANE
RONNEY C. EYSTER
MARC LEVENSTEIN
DANIEL R. SWETT
RICHARD HARRIS
GERALD J. SHERMAN
OTIS H. HALLEEN

ARNOLD B. RANFAR
MICHEL J. FELDMAN
RONALD M. DEKOVEN
DUSTIN E. NEUMARK
PAUL HORTON
LINDA J. SILBERMAN
HAROLD C. HIRSHMAN
JONATHAN H. SHEER
KATHERINE I. DAVIDOW

Mr. Eric P. Newman
P. O. Box 62
Runaway Bay, Jamaica, W. I.

Re: Garland v. Ryan

Dear Eric:

I talked to Thomas Ryan and his attorney today preparatory to getting the check (which they promised within a week), and in the course of conversation Ryan's attorney, Ralph Jacobson, asked me outright whether the case had come from "a Newman", to which I answered that I got the case from Garland (the only references to you in my file are occasional ones in Garland's letters to me including a statement opening his first letter to me that he is the man about which you spoke to me over the phone). After a few references to stringing John Ford up in the appropriate way, Ryan mentioned that he might get in touch with you to see if you would help him carry on his case. Needless to say I kept my mouth shut. I thought you might be interested that they are thinking of you.

Sincerely,



Eric H. Steele

EHS:mg

August 17, 1970

Dear Eric & Evelyn,

Enclosed is the latest in blankets, we thought you might enjoy it for the camper. Thank you again for the loan of the camper. We had an absolutely great trip and loved the camper. I'm glad we got at least to say hello to you on our way back. I hope our next meeting will be somewhat more extended!

Please say hello to Judy & Jody & family, I'm sorry we just missed them. Hi to Sylvia for who took great care of us.

Thank you so much again.

Eric - Tom Ryan's attorney today delivered to me a cashier's

check for the Garland v. Ryan
judgment! After the scuttlebut you
replied to me I was greatly
surprised - apparently his manipulations,
if any, are not on Garland's behalf.

I have sent it on to Garland.
Keep me posted on the saga of
this particular vintage coins!

See you all soon,

Love,

Middle E.

CIRCUIT COURT OF COOK COUNTY

CHAMBERS OF
RAYMOND E. TRAFELET
JUDGE

CHICAGO, ILLINOIS 60602

June 19, 1970

Eric H. Steele, Esquire
Sonnenschein, Levinson, Carlin,
Nath & Rosenthal
69 West Washington Street
Chicago, Illinois 60602

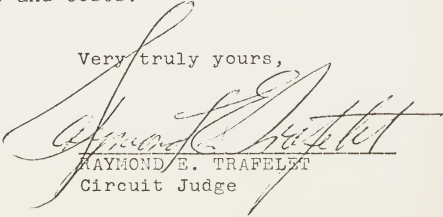
RE: Paul E. Garland v. Thomas Ryan
69M1-102329

Dear Mr. Steele:

This is to inform your office that, the Court having given due consideration to the briefs filed and arguments presented by the respective counsels, on plaintiff's motion for Summary Judgment, in the above entitled matter, the following order was entered as of the date above:

"Motion for Summary Judgment by the plaintiff-- Sustained. Judgment for the plaintiff in the sum of \$3300.00 and costs."

Very truly yours,



RAYMOND E. TRAFELET
Circuit Judge

RET:mep

June 25, 1970

C
O
P
Y

Mr. Paul Garland
608 Mountainview Avenue
Maryville, Tennessee 37801

Dear Mr. Garland:

I enclose herewith the letter which I have received from Judge Traselet informing me that the Motion for Summary Judgment has been sustained and judgment entered for you against Thomas Ryan in the sum of \$5,300 plus costs. I will forward the money to you as soon as it can be obtained from Ryan.

Very truly yours,

SONNENSCHNEID LEVINSON CARLIN
NATH & ROSENTHAL

By 
Eric H. Steele

EHS:mc

Encl.

P.S. My mother - said she would call you to tell you things and real estate sales were consummated I have not called. I will talk to you - soon.

